

RESOLUTION NO. 2006-236

RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF ROCKLIN APPROVING A FIRST AMENDMENT TO  
THE MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF ROCKLIN AND THE  
ROCKLIN FIREFIGHTER'S UNION LOCAL 3847  
(Originally Approved by Resolution No. 2006-70/February 28, 2006)

The City Council of the City of Rocklin does resolve as follows:

Section 1. The City of Rocklin and the Rocklin Firefighter's Union Local 3847 entered into a Memorandum of Understanding (the "MOU") regarding terms and conditions of employment on February 28, 2006 approved by City Council Resolution No. 2006-70.

Section 2. A First Amendment to the MOU in the form attached hereto as Exhibit A and by this reference incorporated herein is hereby approved and the City Manager is hereby authorized to execute the amendment on behalf of the City of Rocklin.

PASSED AND ADOPTED this 11<sup>th</sup> day of July, 2006, by the following roll call vote:

AYES: Councilmembers: Lund, Yorde, Hill, Storey, Magnuson

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ABSTAIN: Councilmembers: None

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George Magnuson, Mayor

ATTEST:

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Barbara Ivanusich, City Clerk

## EXHIBIT A

### THE FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROCKLIN AND THE ROCKLIN FIREFIGHTERS' UNION LOCAL 3847 (Originally Approved by Resolution No.2006-70/February 28, 2006)

This First Amendment to the Memorandum of Understanding is entered into this 11<sup>th</sup> day of July, 2006, by and between the City of Rocklin (the "City") and the Rocklin Firefighters' Union Local 3847 (the "Union").

#### **Recitals**

1. City and Union (collectively, "Parties") have previously entered into a Memorandum of Understanding (the "MOU"), approved by the City Council by Resolution No. 2006-70, on February 28, 2006. The effective date of the MOU is February 1, 2006.
2. The Parties have determined that it is reasonable and appropriate to make certain changes in the form of a First Amendment to the MOU ("Amendment").

#### **Agreement**

Now, therefore the Parties agree to amend the MOU to incorporate the changes and additions set forth below. Except as amended by this Amendment, the provisions of the MOU remain in full force and effect. Except as otherwise specified, capitalized terms contained in this Amendment shall have the same meaning as those contained in the MOU.

Section III- Article 20. The effective dates for health insurance premiums contained in subsection IIIB, C, D, E and F will be changed from February 1 to January 1 of each respective year.

Section III- Article 27. The first sentence of subsection V, A is amended to read as follows:

"The maximum amount eligible for reimbursement for coursework taken at a college or university will be actual costs up to the following amounts per contract year:"

Section IV- Article 28. Subsection II B is amended to read as follows:

“Vacation leave must be schedule and approved in advance in accordance with the time lines established by the Fire Chief. After completing the first year of employment, each employee who is regularly scheduled to work more than forty (40) hours a week must take a vacation period of no less than one consecutive regularly scheduled “tour of duty” during a calendar year. Employees assigned to forty (40) hour weeks must take a vacation period of no less than five (5) consecutive regularly scheduled work days during a calendar year.”

**IN WITNESS WHEREOF**, this First Amendment to the MOU has been executed by the Parties hereto on the day and year first above written.

City of Rocklin

Rocklin Firefighters' Union Local 3847

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Carlos Urrutia, City Manager

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Richard Holmes, President

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Richard Reed, Labor Consultant